

Architectural Contract Review Committee---Final Draft

Meeting Date: 1:30 P.M., May 8, 2001, with follow up to May 23, 2001

Location: DMJM Office

Attendees: Wayne Evenhuis, SFB
Dick DeFrance, DMJM
Jon Danielson, Jacobs
Gordon Vasfaret, GVE
James Mee, Kitchell
B.A. DeLancer. Kitchell

Subject: A review of certain items within the Architectural Lump Sum Contract Document that require adjustment or clarification resulting in **Consistent Action** by all parties using this contract for deficiency correction work being funded by the Arizona School Facilities Board.

Question 1. How and when do the blank spaces in paragraph 2 on page 9 of 42 get filled in?

Answer:

This paragraph is an instruction to the architect concerning a statement that needs to be submitted "In Writing" with each Design Phase Submittal. Therefore, at the time of signing the "Lump Sum Agreement" this space should be left blank. This space will be filled in with the first design phase submittal along with the space defining a project bid date.

The space for the "Project Contingency Fund" shall consistently be 0%.

Question 2. How do we handle architectural fees for unusual or highly complex design projects such as water and sewer treatment facilities or complex electrical projects, as examples, where architects will likely be required to employ the services of specialty engineering consultants and services at a substantial increase in fee cost?

Answer:

Architectural fees for projects that require specialized engineering consultant services shall be reviewed and negotiated on a "Case by Case" basis, recognizing that our standard fee schedule may not be adequate to cover the total design costs of complex and specialized project design.

Question 3. Will architectural fees be adjusted, thru the use of the "Design Phase Change Order", when it becomes apparent, during the architect's initial design phases, that the architect's professional estimation of construction cost to satisfactorily complete a particular deficiency correction project substantially exceeds the SFB approved project amount or, in the architect's professional opinion, requires a substantial change in scope to accomplish the correction resulting in an increase in the estimated construction cost.

Answer:

If, in the opinion of the Project Manager and the SFB Project Supervisor, the architect has diligently fulfilled the pre-design requirements of the deficiency correction project as it has been outlined on the SFB project sheet and there is mutual agreement that the architect's cost estimate is a more accurate and reliable cost estimate than that estimated and approved by the SFB or if the project requires a "Change in Scope" to actually correct the deficiency which differs substantially from the scope defined on the SFB project sheet, his fees may be adjusted. This fee adjustment, if necessary, shall be based on the fee guidelines used to establish the Lump Sum Contract or a negotiated amount not to exceed said fee guideline. This fee adjustment should be made at the conclusion of the "Pre-Design Phase". If a fee adjustment is made at this time, said adjustment becomes binding thru out the balance of the project design and completion.